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8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF ARIZONA

10 United States of America,

11 Plaintiff,

12 vs.

13 Daniel Wayne Watson,

14 Defendant.

No. CR 22-02407-TUC-RM (JR)

PLEA AGREEMENT

15
16 The United States of America and Defendant, DANIEL WAYNE WATSON, agree
17 to the following disposition of this matter:

18 PLEA

19 Defendant agrees to plead guilty to Count One of the Indictment, charging
20 Threatening to Assault or Murder a Federal Employee, in violation of Title 18, United
21 States Code, Sections 115(a)(1)(B) and 115(b)(4), a class C felony offense.

22 ELEMENTS OF THE CRIME

23 The essential elements of Threatening to Assault or Murder a Federal Employee are
24 that:

- 25 1. The defendant threatened to assault, kidnap, or murder a United States official,
26 a United States judge, a Federal law enforcement officer, or an official whose
27 killing would be a crime under 18 U.S.C. § 1114;
28 2. With intent to:

- a. impede, intimidate, or interfere with such official, judge, or law enforcement officer while he or she was engaged in the performance of official duties, or
- b. with the intent to retaliate against such official, judge, or law enforcement officer on account of the performance of official duties.

STIPULATIONS, TERMS AND AGREEMENTS

Maximum Penalties: Defendant understands and agrees that the maximum penalty for the offense to which he is pleading are a fine of \$250,000, a maximum term of ten (10) years imprisonment, or both, and a maximum term of three (3) years supervised release.

Defendant agrees to pay a fine unless Defendant establishes the applicability of the exceptions contained in § 5E1.2(e) of the Sentencing Guidelines.

Special Assessment: Defendant understands that in accordance with Title 18, United States Code, Section 3013, upon entry of judgment of conviction, there shall be assessed a \$100.00 special assessment for each felony count.

Agreement Regarding Sentencing:

a. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the parties agree that a sentence of time served is an appropriate disposition of this case.

b. The parties agree that the following advisory sentencing guidelines apply:

Base Offense Level (U.S.S.G. § 2A6.1(a)(1))	12
More than two threats (U.S.S.G. § 2A6.1(b)(2))	+2
Official Victim (U.S.S.G. § 3A1.2(a))	+3
Acceptance (U.S.S.G. § 3E1.1(a))	<u>-3</u>
Total Adjusted Offense Level	14

c. Defendant may withdraw from the plea agreement if he receives a sentence in excess of the stipulated sentencing range based upon Probation's calculation of Defendant's criminal history score and category.

d. Defendant understands and agrees that this plea agreement contains all the terms, conditions and stipulations regarding sentencing. If Defendant requests or if the

1 Court authorizes any reduction of sentence, either by departure or variance, not
2 specifically agreed to in writing by the parties, the government may withdraw from
3 the plea agreement.

4 e. If the Court departs from the terms and conditions set forth in this plea agreement,
5 either party may withdraw.

6 f. If the Court, after reviewing this plea agreement, concludes any provision is
7 inappropriate, it may reject the plea agreement and allow Defendant an opportunity
8 to withdraw Defendant's guilty plea, all pursuant to Rule 11(c)(5) and Rule
9 11(d)(2)(A), Fed. R. Crim. P.

10 g. Defendant understands that if Defendant violates any of the conditions of
11 Defendant's supervised release, the supervised release may be revoked. Upon such
12 revocation, notwithstanding any other provision of this agreement, Defendant may
13 be required to serve an additional term of imprisonment or Defendant's sentence
14 may otherwise be altered.

15 h. Defendant and the government agree that this agreement does not in any manner
16 restrict the actions of the government in any other district or bind any other United
17 States Attorney's Office.

18 Disclosure of Information to U.S. Probation:

19 Defendant understands the government's obligation to provide all information in its
20 file regarding Defendant to the United States Probation Office.

21 Defendant understands and agrees to cooperate fully with the United States
22 Probation Office in providing:

23 a. All criminal history information, i.e., all criminal convictions as defined
24 under the Sentencing Guidelines.

25 b. All financial information, i.e., present financial assets or liabilities that relate
26 to the ability of Defendant to pay a fine or restitution.

27 c. All history of drug and alcohol abuse which would warrant a treatment
28 condition as part of sentencing.

1 d. All history of mental illness or conditions which would warrant a treatment
2 condition as part of sentencing.

3 Reinstitution of Prosecution:

4 If Defendant's guilty plea is rejected, withdrawn, vacated, or reversed by any court
5 in a later proceeding, the government will be free to prosecute Defendant for all charges as
6 to which it has knowledge, and any charges that have been dismissed because of this plea
7 agreement will be automatically reinstated. In such event, Defendant waives any
8 objections, motions, or defenses based upon the Speedy Trial Act or the Sixth Amendment
9 to the Constitution as to the delay occasioned by the later proceedings.

10 Agreement Regarding Seized Property:

11 Nothing in this plea agreement shall be construed to protect the defendant from civil
12 forfeiture proceedings or prohibit the United States from proceeding with and/or initiating
13 an action for civil forfeiture. Further, this agreement does not preclude the United States
14 from instituting any civil proceedings as may be appropriate now or in the future.

15 Waiver of Defenses and Appeal Rights:

16 Provided the defendant receives a sentence in accordance with this plea agreement,
17 the defendant waives (1) any and all motions, defenses, probable cause determinations, and
18 objections that the defendant could assert to the indictment or information; and (2) any
19 right to file an appeal, any collateral attack, and any other writ or motion that challenges
20 the conviction, an order of restitution or forfeiture, the entry of judgment against the
21 defendant, or any aspect of the defendant's sentencing-including the manner in which the
22 sentence is determined, the determination whether defendant qualifies for "safety valve"
23 (U.S.S.G. § 5C1.2 and 18 U.S.C. § 3553(f)), and any sentencing guideline determinations.
24 The sentence is in accordance with this agreement if the sentence imposed does not exceed
25 time served. The defendant further waives: (1) any right to appeal the Court's entry of
26 judgment against defendant; (2) any right to appeal the imposition of sentence upon
27 defendant under Title 18, United States Code, Section 3742 (sentence appeals); (3) any
28 right to appeal the district court's refusal to grant a requested variance; (4) any right to

1 collaterally attack defendant's conviction and sentence under Title 28, United States Code,
 2 Section 2255, or any other collateral attack; and (5) any right to file a motion for
 3 modification of sentence, including under Title 18, United States Code, Section 3582(c)
 4 (except for the right to file a compassionate release motion under 18 U.S.C. §
 5 3582(c)(1)(A) and to appeal the denial of such a motion). The defendant acknowledges
 6 that this waiver shall result in the dismissal of any appeal or collateral attack the defendant
 7 might file challenging his/her conviction or sentence in this case. If the defendant files a
 8 notice of appeal or a habeas petition, notwithstanding this agreement, defendant agrees that
 9 this case shall, upon motion of the government, be remanded to the district court to
 10 determine whether defendant is in breach of this agreement and, if so, to permit the
 11 government to withdraw from the plea agreement. This waiver shall not be construed to
 12 bar an otherwise-preserved claim of ineffective assistance of counsel or of "prosecutorial
 13 misconduct" (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

14 Plea Addendum

15 This written plea agreement, and any written addenda filed as attachments to this
 16 plea agreement, contain all the terms and conditions of the plea. Any additional
 17 agreements, if any such agreements exist, shall be recorded in separate documents and may
 18 be filed with the Court under seal. Accordingly, additional agreements, if any, may not be
 19 in the public record.

20 WAIVER OF DEFENDANT'S RIGHTS AND FACTUAL BASIS

21 Waiver of Rights

22 I have read each of the provisions of the entire plea agreement with the assistance
 23 of counsel and understand its provisions. I have discussed the case and my constitutional
 24 and other rights with my attorney. I understand that by entering my plea of guilty I will be
 25 giving up my rights to plead not guilty, to trial by jury, to confront, cross-examine, and
 26 compel the attendance of witnesses, to present evidence in my defense, to remain silent
 27 and refuse to be a witness against myself by asserting my privilege against self-
 28

1 incrimination -- all with the assistance of counsel -- and to be presumed innocent until
2 proven guilty beyond a reasonable doubt.

3 I agree to enter my guilty plea as indicated above on the terms and conditions set
4 forth in this agreement.

5 I have been advised by my attorney of the nature of the charges to which I am
6 entering my guilty plea. I have further been advised by my attorney of the nature and
7 range of the possible sentence.

8 My guilty plea is not the result of force, threats, assurances or promises other than
9 the promises contained in this agreement. I agree to the provisions of this agreement as a
10 voluntary act on my part, rather than at the direction of or because of the recommendation
11 of any other person, and I agree to be bound according to its provisions.

12 I fully understand that, if I am granted probation or placed on supervised release by
13 the court, the terms and conditions of such probation/supervised release are subject to
14 modification at any time. I further understand that, if I violate any of the conditions of my
15 probation/supervised release, my probation/supervised release may be revoked and upon
16 such revocation, notwithstanding any other provision of this agreement, I may be required
17 to serve an additional term of imprisonment or my sentence may otherwise be altered. I
18 agree that any Guidelines Range referred to herein or discussed with my attorney is not
19 binding on the court and is merely an estimate.

20 I agree that this written plea agreement contains all the terms and conditions of my
21 plea and that promises made by anyone (including my attorney), and specifically any
22 predictions as to the guideline range applicable, that are not contained within this written
23 plea agreement are without force and effect and are null and void.

24 I am satisfied that my defense attorney has represented me in a competent manner.

25 I am fully capable of understanding the terms and conditions of this plea agreement.
26 I am not now on or under the influence of any drug, medication, liquor, or other intoxicant
27 or depressant, which would impair my ability to fully understand the terms and conditions
28 of this plea agreement.

1 Factual Basis:

2 I agree that the following facts accurately describe my conduct in connection with
3 the offense to which I am pleading guilty; and, that if this matter were to proceed to trial,
4 the government could prove the elements of the offense beyond a reasonable doubt based
5 on the following facts:

6 In April of 2021, Defendant was on supervised release in 21-CR-01032-RM
7 (JR). The terms of Defendant's supervised release required him to
8 participate in a residential inpatient treatment program. While housed at
9 Community Bridges (CBI), Defendant made threats in the presence of
10 employees of CBI directed toward T.B., his supervising U.S. Probation
11 Officer.

12 On April 11, 2022, Defendant learned that his request to transfer to a
13 different facility had been denied by his probation officer. Upon learning
14 this information, Defendant stated to CBI employee C.P., "I am going to kill
15 my P.O., she is a dumb bitch, she is jealous of me and the fact I have a life
16 and family. I am going to slit her throat." C.P. then notified his supervisor,
17 C.B., of the threat.

18 C.B. then met with Defendant alone and repeated to him that his
19 probation officer was denying his request. Defendant then told C.B., "that
20 he did not care what she wanted, I am going to do what I want to do... I hate
21 that bitch, I am going to kill her when I see her ... just strangle her ... the
22 next time I see that bitch she is dead."

23 //

24 //

25 //

26 //

27 //

28 //

At the time Defendant made these threats, he was being supervised by T.B., who was a United States Probation Officer performing her official duties in the District of Arizona. Defendant made the threats with the intent to intimidate and retaliate against T.B. while she was engaged in and on account of the performance of her official duties.

8-30-23

Date



DANIEL WAYNE WATSON
Defendant

DEFENSE ATTORNEY'S APPROVAL

I have discussed this case and the plea agreement with my client, in detail and have advised Defendant of all matters within the scope of Fed. R. Crim. P. 11, the constitutional and other rights of an accused, the factual basis for and the nature of the offense to which the guilty plea will be entered, possible defenses, and the consequences of the guilty plea including the maximum statutory sentence possible and Defendant's waiver of his right to appeal. I have further discussed the sentencing guideline concept with Defendant. No assurances, promises, or representations have been given to me or to Defendant by the United States or by any of its representatives which are not contained in this written agreement.

I concur in the entry of the plea as indicated above and on the terms and conditions set forth in this agreement as in the best interests of my client. I agree to make a bona fide effort to ensure that the guilty plea is entered in accordance with all the requirements of Fed. R. Crim. P. 11.

8-30-23

Date



STEVEN D. WEST
Attorney for Defendant

GOVERNMENT'S APPROVAL

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth are appropriate and are in the best interests of justice.

GARY M. RESTAINO
United States Attorney
District of Arizona

8/29/2023

Date

Patrick E. Chapman
PATRICK E. CHAPMAN
Assistant U.S. Attorney